

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

FIRST STUDENT, INC.
(CORVALLIS DIVISION DRIVERS)

SCHOOL BUS AND CITY TRANSIT OPERATORS

AND

AMALGAMATED TRANSIT UNION, LOCAL 757

July 1, 2009 through December 31, 2012

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PREAMBLE

This Agreement is entered into effective the 1st day of July, 2009 by and between First Student, Inc. (hereinafter referred to as "the Company") and Amalgamated Transit Union, AFL-CIO, CLC, Local 757 (hereinafter referred to as "the Union"). It has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of minimum rates of pay, hours of work and other conditions of employment.

GENERAL PROVISIONS

ARTICLE 1 - RECOGNITION

The Company recognizes the Union as the exclusive bargaining agent for its employees in the unit deemed appropriate on November 21, 1997 by the National Labor Relations Board in 36- RC-5809. This unit will specifically include school bus and city transit operators working at the Company's facilities located at 30373 Highway 34 SW, Albany OR 97321. Employment classifications excluded from recognition include but are not limited to office clerical, dispatch, professional employees, mechanics, parts persons, shop clerks, managerial employees, fuelers, washers, safety and security personnel.

ARTICLE 2 - UNION SECURITY

Section 2.1 – Prospective Employees: An employee assigned to a classification show in Appendix A of this Agreement who is employed by the Company after the effective date of this Agreement will, as a condition of continued employment, become and remain a member in good standing of the Union, Amalgamated Transit Union, AFL-CIO, CLC, Local 757, not later than the thirty-first (31st) day following his date of hire. However,

employees may choose to pay their dues as "fee objectors" in accordance with applicable federal law.

Section 2.2 - Notification: The Union shall be notified by the Company of all new hires, transfers and terminations. The Liaison Officer may receive such notification although such notification is not required.

Section 2.3 - Enforcement: In the event an employee, due to his own negligence, fails to apply for or to maintain his membership in the Union, the Union may give the Company written notice of such failure, and the Company, not later than fourteen (14) days following receipt of such written notice, will remove the employee from all work schedules and refrain from assigning the employee to perform bargaining unit work until he returns to good standing with the Union.

Section 2.4 - Indemnification: The Union indemnifies and will hold the Company harmless against any and all claims, suits, demands, charges, complaints or other causes of action, and any related attorney fees, arising out of any action taken or not taken by the Company with respect to this article.

ARTICLE 3 - CHECKOFF

Section 3.1 - Payroll Deduction: The Company will deduct from the regular payroll each month all uniformly required initiation fees, and all dues and assessments for the current month, from an employee who has voluntarily notified the Company, in writing, of his desire and authorization for the Company to make such deductions; provided, however, the Company may charge the Union for reasonable costs of administering all ad hoc nonrecurring deductions.

Section 3.2 - Indemnification: The Union indemnifies and will hold the Company

harmless against any and all claims, suits, demands, charges, complaints, or other causes of action, and any related attorney fees, arising out of any action taken or not taken by the Company with respect to this article.

ARTICLE 4 - UNION RIGHTS

Section 4.1 - Union Visitation: The Union may designate in writing a Business Agent or Representative to represent the Union in the administration of this Agreement. Such designated representative will be allowed reasonable access to the Company's facility for the purpose of administering the terms of this Agreement; provided, however, that such representative will not interrupt an employee at work or otherwise interfere with the Company's operation without the approval of the Contract Manager. The Union representative will notify the Contract Manager immediately upon arriving at the Company's facility.

Section 4.2 - Bulletin Board: The Company will provide the Union with space for a bulletin board in the school bus and city transit operator room exclusively for its own use. All material posted on the Union bulletin board will be limited to the official business of the Union in its role as the exclusive bargaining agent of this bargaining unit. No derogatory material will be posted that is against the client, the Company or any individual.

Section 4.3 - Employee Mailbox: The Union is authorized to distribute Union materials to members through the employer-provided employee mailbox.

ARTICLE 5 - SHOP STEWARDS

Section 5.1 - Notification: The Union will inform the Company, in writing, of its

selection of authorized Shop Stewards, and the Company agrees to recognize Stewards so designated. Shop Stewards will be employees of the Company and officials of the Union.

Section 5.2 - Time Off: Shop Stewards will be allowed such reasonable time as is necessary to investigate and process grievances in the shop arising under the terms of this Agreement.

Section 5.3 - Steward Duties: The Company recognizes the right of the Union to designate Shop Stewards and alternates from the Company's seniority list. The duties of Stewards and alternates will be as follows under (a) and (b) below:

- (a) The investigation and presentation of grievances with the Company or the designated Company representative in accordance with the provisions of the collective bargaining agreement; and
- (b) The transmission of such messages and information, which will originate with and is authorized by the Local Union or its officers

Section 5.4 -Violations: Shop Stewards and alternates have no authority to take strike action or any other action interrupting the Company's business or the business of its customers, except as authorized by official action of the Union. The Company, at its discretion, will have the authority to impose discipline, including discharge, in the event the Shop Steward or the alternate has taken unauthorized strike action, slow down, work stoppage or interrupted the Company's business or the business of its customers in violation of this Agreement.

ARTICLE 6 - NO STRIKE, NO LOCKOUT

Section 6.1 - Prohibited Employee/Union Action: During the term of this Agreement, the Union agrees that it and its members and all employees covered by this Agreement will not engage in, authorize, sanction or in any manner support any strike, slowdown, sickout, sitdown, refusal to perform work, sympathy strike, political strike, or concerted refusal of overtime work, and that it and they will not engage in, authorize, sanction or in any manner support any picketing or refusal to enter the work areas of the Company, or interfere with the operations of the Company or its customers, and that it and they will not engage in any such conduct for any reason, or in connection with any grievance or dispute, whether or not arbitrable under this Agreement.

Section 6.2 - Discipline: Any employee who participates in any activity prohibited by Section I of this article will be subject to discharge or to such lesser discipline as the Company at its discretion will determine; provided, however, that such employee will have recourse to the grievance and arbitration procedure of this Agreement as to the sole question of whether he in fact participated in such prohibited activity.

Section 6.3 - Lockout: The Company agrees that it will not lock out its employees for the duration of this Agreement.

ARTICLE 7 - SENIORITY

Section 7.1 - Company Seniority: Company seniority will consist of an employee's continuous service with the Company since his most recent assignment as a bargaining unit employee, including continuous service commencing with a predecessor company, and will not be broken except as provided in Section 6 of this article.

Section 7.2 - Classification Seniority: Classification seniority will consist of the total length of employment that an employee has as a school bus operator or a transit operator since his/her most recent date of hire.

Section 7.3 - Layoffs: In the event that the Company should determine that layoffs are necessary, the principle of seniority, the length of continuous service with the Corvallis Location, will be applied, provided that the senior employee possesses the qualifications and proper certification at the time of the layoff to perform the work. Seniority will also apply in cases of recall of laid off employees when work becomes available. Laid-off employees will be given a maximum of five (5) days from the date of postmark to answer written notice of recall sent to the employee's last known address, and will return to work when notified or will be subject to termination and loss of seniority.

Section 7.4 - Transfers: Seniority will apply in cases of transfer from one job to another whenever job openings exist within the bargaining unit.

Section 7.5 - Qualifications: In all situations in this article, employees must be qualified and be in possession of the proper certifications to perform the available work in order to exercise seniority rights.

Section 7.6 - Termination of Seniority: Seniority will be terminated by:

- (a) Discharge for cause
- (b) Voluntary quit
- (c) Six (6) consecutive months on layoff
- (d) Exceeding or failing to return from an allowable leave of absence

Section 7.7 - Seniority List: The Company agrees to post a current seniority list at the beginning of September, January and June of each year.

Section 7.8 - Term Shutdown: For school bus operators, at the end of a regular school year, summer session or other work term, an employee may be placed on layoff as his scheduled work is discontinued, without regard to his seniority and without affording the employee any opportunity to displace a less senior employee on another route or work assignment.

Section 7.9 Probationary Employee: An employee will be considered as probationary until he has performed work on ninety (90) days, during which time he may be terminated without recourse to the grievance and arbitration procedure provided in Article 9 of this Agreement. At the end of said probation, an employee will be considered a non-probationary employee with seniority having accrued from the first (1st) day of his assignment as a bargaining unit employee.

ARTICLE 8 - DISCIPLINE AND DISCHARGE

Section 8.1 - Discharge: An employee may be discharged with the approval of the Contract Manager without prior warning for:

- (a) Receipt by the Company from a contracted customer of a notice to remove an employee from performing service under that contract. Those employees that are not removed by the customer for misconduct may be utilized for other work outside of the revenue agreement if there is work available and the driver is qualified for such work;
- (b) Involvement (as a Company vehicle operator) in a driver preventable traffic accident in which anyone is injured;
- (c) Conviction (including a plea of "no contest") of a felony, misdemeanor or vehicle code violation arising out of the operation of a motor vehicle

and involving alcohol or drugs;

- (d) Failure to obey instruction of a public safety official on Company time or property;
- (e) Violation of a safety rule or safety practice when such violation results any injury to an individual;
- (f) Making an unauthorized stop or unauthorized deviation from an assigned route;
- (g) Allowing an unauthorized person to board a Company vehicle;
- (h) Possession or use of alcohol or drugs (except prescription drugs approved in advance by the Company) on Company time or property;
- (i) Refusal to submit to a physical examination when ordered to do so or to submit to a drug and alcohol screen as provided in Article 10 of this Agreement;
- j) Fighting or threatening, intimidating or coercing anyone on Company time or property;
- (k) Insubordination;
- (l) Deliberately damaging, destroying or defacing the property of the Company or that of another employee;
- (m) Engaging in any form of employment or self-employment while on a leave of absence;
- (n) Dishonesty;
- (o) Other just cause;
- (p) Leaving a child unattended on a vehicle;
- (q) Unauthorized use of a vehicle;
- (r) A single serious preventable accident; and

- (s) Three preventable accidents within a twenty-four (24) month period. If damages are less than \$200.00 and if there is no outside liability, then this will be considered an "incident" and not an "accident."

Section 8.2 - Progressive Discipline: In addition to the conditions provided for in Section 8.1 of this article, an employee may be properly discharged for just cause upon receipt of two (2) written warnings during a twenty-four (24) month period. Such warnings need not be for the same or similar offenses.

Section 8.3 - Just Cause Established: The discharge of an employee as provided in paragraphs (a) through (n) of Section 8.1 of this article or as provided in Section 8.2 of this article, if proven by preponderance of the evidence, will constitute a discharge for just cause for all purposes relating to this Agreement; provided, however, that nothing in this article will preclude an employee or the Union from filing a grievance.

ARTICLE 9 - GRIEVANCE AND ARBITRATION

Section 9.1 - Grievance Defined: A grievance shall be defined as a claim by an employee or by the Union that the Company has violated a specific, written provision of this Agreement. Only an employee covered by this Agreement or the Union may file a grievance under this Agreement.

Section 9.2 - Grievance Procedure: The grievance procedure provided herein shall be the sole and exclusive remedy for an alleged grievance under this Agreement and the result achieved through the application of this procedure shall resolve the grievance for all purposes. The following procedures shall apply in all cases:

- (a) A grievant may elect to be represented by a Steward and/or by the designated Business Agent at any step of the grievance procedure.
- (b) The specific steps provided for throughout this article, as well as the time limits for each, are intended by the parties to be followed strictly in all cases, except where the parties shall agree in writing to delete or to add steps or to extend specific time limits. Any failure by the Company to respond within the time limit provided for each step shall have the same result as that of a timely negative response in that the grievance may be pursued to the next step. Any failure by the grievant or the Union to comply with the specific steps and time limits shall result in the grievance being barred for all purposes.
- (c) Step One: A grievance shall be taken up at the first step by the grievant orally and/or in writing with his immediate supervisor no later than five (5) working days after the grievant first knew or could reasonably have known of the facts giving rise to it. The supervisor shall respond in writing within five (5) working days of receipt of the grievance.
- (d) Step Two: The Contract Manager shall schedule a grievance hearing not later than ten (10) working days after receipt of the written request for review under paragraph (c) above. A grievance filed at this step must have been properly filed in STEP ONE and it must be filed not later than five (5) working days after the supervisor's response in STEP ONE. If the supervisor fails to respond in STEP ONE, a grievance filed at this step must be filed not later than five (5) working days after the time limit for the supervisor's response has expired. The Contract Manager shall respond in writing within five (5) working days of receipt of a timely STEP TWO grievance.
- (e) Step Three: If the grievance is not resolved at STEP TWO, the grievant may notify the Region Operations Manager in writing of his desire to have

his grievance heard by the Region Operations Manager or by his designated representative. A grievance filed at this step must have been properly filed in STEP ONE AND STEP TWO and it must be hand delivered or postmarked not later than five (5) working days after the Contract Manager's written response in STEP TWO. If the Contract Manager fails to respond in STEP TWO, a grievance filed at this step must be hand delivered or postmarked not later than five (5) working days after the time limit for the Contract Manager's response has expired. The Region Operations Manager shall contact the grievant or the Union not later than five (5) working days after receipt of the written request to schedule a grievance hearing. The Region Operations Manager shall respond in writing to the grievant and the Union not later than ten (10) working days after the close of the hearing.

Section 9.3 - Grievance Arbitration: If the grievance is not resolved in the written response provided for in STEP THREE and if the Union has processed the grievance in strict adherence with the express time limits in this article, the Union may file for arbitration. Such filing must take place not later than ten (10) working days after the first (1st) regular Union meeting held after the date on which the written response from the Region Operations Manager is due under STEP THREE.

- (a) The arbitrator shall be appointed by the Company and the Union by whatever means both agree to or from a panel of arbitrators requested from the Federal Mediation and Conciliation Service. If a panel is obtained from the Federal Mediation and Conciliation Service, selection shall be made within fifteen (15) working days of receipt of said list, with the order of striking being determined by lot.

- (b) The arbitrator shall have no authority to:
- (1) Add to, delete from, amend or in any way disregard any of the terms of this Agreement;
 - (2) Accept for submission any issue other than a factual question as to whether or not a specific written provision of the Agreement has been violated by the Company;
 - (3) Fashion a remedy in any grievance in which he fails to find that the specific, written provision of the Agreement alleged by the Union to have been violated by the Company has, in fact, been violated;
 - (4) Accept for submission or render an award in a grievance in which the specific procedures of this article, including the express time limits at each step, have not been adhered to;
 - (5) Fashion a remedy in any grievance that is inconsistent with any of the terms or conditions of one of the Company's revenue contract;
or
 - (6) Fashion a remedy in any grievance which back pay is awarded retroactively for more than ten (10) working days prior to the date on which the grievance is filed.
- (c) The compensation of the arbitrator, in all cases, shall be borne by the losing party as designated by the arbitrator. In the event of a split or mixed award, the arbitrator shall apportion compensation between the parties.

**ARTICLE 10 - FITNESS FOR DUTY
DRUG AND ALCOHOL SCREENING**

Section 10.1 - Drug and Alcohol Policy: The parties agree that all employees covered by this Agreement will be covered by the Company's drug and alcohol policy. A copy of that policy will be provided to the employees and to the Union. The Union and the employees will be given at least ten (10) days' notice to any revisions in the policy.

Section 10.2 - Random Urine Analysis: Random urine analysis will be done on company property when business needs and scheduling allows.

ARTICLE 11 - LEAVE OF ABSENCE

Section 11.1 - Family and Medical Leave Laws: The Company and the Union agree to be bound by the state and federal family and medical leave laws. The employee will be granted a leave of absence pursuant to the eligibility requirements provided for in the laws.

Section 11.2 - Personal: Employees who wish to take a personal leave of absence must put their request in writing and submit it to the Contract Manager. Leaves will be responded to in writing by the Company, and those that are approved will contain the beginning and ending dates of the leave.

Section 11.3 - General: Employees who fail to return to work at the expiration of the approved leave time will be considered to have voluntarily resigned. Employees who work at other employment during a leave of absence will be terminated. If the employee requests an extension of the original leave time, then that request must be presented to the Company prior to the expiration of the original leave.

Section 11.4 - Written Request: A request for leave of absence or for extension must be made in writing by the employee and approved in writing by the Company.

ARTICLE 12 - GENERAL CONDITIONS

Section 12.1 - Flexibility: The Union agrees for itself and on behalf of its members that the Company must enjoy flexibility of operations and, therefore, may utilize an employee to the degree that no employee's compensated time will be wasted.

Section 12.2 - Sole Agreement: This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior agreements, commitments and practices, whether oral or written, between the Company and the Union and between the Company and any of its employees covered by this Agreement, and expresses all obligations of and restrictions imposed on the Company.

Section 12.3 - Nonwaiver: The parties expressly agree that this Agreement contains the full extent of their agreed-upon proposals resulting from the negotiations of this first contract. All proper issues and subjects were given ample opportunity to be addressed and discussed. Any issue or subject not specifically addressed and limited in this contract remains strictly and solely under the control and discretion of the Company. In the event the Company fails to exercise its rights under this Agreement, for any duration, this failure will not be construed as a waiver of those rights, and past practice will have no bearing on the interpretation of these rights.

Section 12.4 - Waiver of Bargaining During Term: Notwithstanding any of the provisions of this Agreement, the parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from